

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE <u>3/14/2011</u>
ADDRESS OF PREMISES: 650 Poydras Street 16 th , 17 th and 18 th floors New Orleans, Louisiana 70130		TO LEASE NO. GS-07B-16639

This agreement made and entered into this date by and between Poydras Center, LLC.

whose address is: c/o Hertz Investment Group
 1522 2nd Street
 Santa Monica, CA 90401

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 5, to lease GS-07B-16639, is to approve the project change orders, per the attached, and to amend the TI overage that will be paid lump sum as stated below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated June 3, 2009 is amended, effective upon execution by the Government, as follows:

1. Paragraph 20 of the Lease shall be deleted in its entirety and the following substituted therefore:

"20. The total cost of the tenant improvements for this project are \$2,458,874.16, based on requirements as outlined in SFO No. 8LA2019 and the [REDACTED] District's program of requirements. Of the \$2,458,874.16, only \$2,071,659.00 has been amortized into the rent at 7.5% for 120 months and is included in Lease Paragraph 3. GSA shall pay via lump sum \$387,215.16 for the improvement overage (\$2,458,874.16 total cost - \$2,071,659.00 allowance = \$387,215.16). The Government agrees to amortize no more than \$2,071,659.00, into the rent at 7.5% for 120 months. The approved project change orders are listed on the attached Exhibit A and includes 2 pages.

Included in the total tenant improvements cost is the additional cost of \$35,713.78 to furnish and install a combination of 2x2 and 2x4 parabolic light fixtures within the leased space in lieu of building standard lights.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: POYDRAS CENTER, LLC BY <u>[Signature]</u> (Signature)	<u>[Signature]</u> (Title)
IN PRESENCE OF <u>[Signature]</u> (Signature)	<u>1522 2nd Street Santa Monica, CA 90401</u> (Address)
UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5A18, Fort Worth, TX 76102 (Official Title)

Upon completion, inspection and acceptance of the work by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$387,215.16 upon receipt of an original invoice.

The Lessor receiving payment for the lump sum charge shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN number "PS0018462" [Invoices submitted without the PDN are immediately returned to the Lessor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER, Nancy Lopez
819 Taylor Street
Room 5C05
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0018462

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

- END OF SLA No. 5 -

INITIALS	
GOV'T	LESSOR
	